Standing Rock Agency Fort Yates, No.Dakota 20 September 1954

Memorandum - No. 1

To:

All Employees (Agency and Tribal) Standing Rock Agency

Subject:

Tardiness and Unauthorized Leave.

On my arrival at Standing Rock, it was with considerable astonishment that I observed the dilatory attitude of some of the employees (Agency and Tribal) of the Standing Rock staff as they reported for duty dragging their feet some 5 to 30 minutes late following the eight-o'clock morning whistle. During the first week or ten days, I counted no less than ten or twelve employees who were tardy or late reporting to work. I would also mention it has been evident there are several who appear to be habitual repeaters of this dawdling, slack habit.

I am sure that the employees, both Agency and Tribal, are receiving a very just remuneration for their services. This may be ascertained by comparing the salaries with those being received by employees engaged in similar occupations in the adjacent community and nearby towns. You are being paid for a full day's service and it is expected that you will cooperate to that end.

As of this date, any employee who sees fit to be tardy or late to work will receive the personal admonition of the Superintendent, and administrative action will be taken in the fullest measure in compliance with existing personnel regulations.

On reviewing personnel files, from general observation, and in discussing the personnel problems with the various Branch Heads, it would appear that there are, or have been, certain employees who are disregarding regulations and administrative policy in the taking of unauthorized leave. This is a serious offense and one which will be no longer tolerated. It will be the individual responsibility of the Branch Heads and others in supervisory positions to report to me any violation which has reference to unauthorized leave and to any regulation of the Bureau or administrative policy of this Agency. All employees will be held individually responsible for their compliance with regulations and policy.

Personal attention and review will be given to each separate case on its particular merits. All evidence will be fairly weighed and an equitable, impartial decision rendered in each instance. However, when it has been determined that violations have actually occurred, it will be the recommendation of this office that such penalties as provided by existing regulations will be administered to the fullest extent.

Your cooperation in personally endeavoring to make the Standing Rock administration a friendly, cooperative, and efficient organization will be appreciated and expected.

J. W. Wellington

JWW/jgp

Standing Rock Agency 20 September 1954

Memorandum - No. 2

To:

All Office personnel (Agency and Tribal)

Subject:

Coffee periods

Effective Monday morning 20 September 1954, at 10 o'clock, there will be initiated a 10-minute break in the regular office routine for the office personnel, Agency and Tribal, if they desire to obtain a cup of coffee and a roll, cookie or doughnut, in the basement of the office building. Mr. Dean Barker, of the L. T. Mickelson Store, has received administrative approval to handle the preparation and serving of the coffee, cookies, rolls or doughnuts. He will operate on a cash basis and all employees are so advised.

To avoid confusion and overcrowding, this tentative schedule will be followed: All female employees from 10:00 to 10:10; all male employees from 10:10 to 10:20. The 10-minute period will include the time necessary to go and return. In the afternoon there will be a similar break of the regular routine beginning at 3:00. Insofar as this definite schedule is concerned, it should be simple to ascertain that two "coffee breaks" will total 20 minutes a day, or one hour every three days. You know your hourly rate of pay; figure it up for a period of one month in dollars and cents. It is believed, however, and has the recommendation of most private business firms, that such a "break" will materially increase the efficiency of the employees participating. It is hoped that this will prove true at Standing Rock.

Any abuse of the privilege of the "coffee break" by any of the employees, Agency or Tribal, will result in such administrative action as may be deemed necessary and judiciously advisable. At no time in the future will any employee, Agency or Tribal, be granted time to leave the office building to go to the townsite, home or elsewhere for coffee or a delayed breakfast.

The "coffee break" is for the convenience and relaxation of the office personnel for the 10-minute period. I hope that it will be honestly used for that purpose. It is the personal responsibility of each employee to see that there is no loitering or visiting in the halls or on the stairway going to and returning from the coffee shop, and it is the responsibility of each employee, Agency and Tribal, to see that there is no confusion or unnecessary noise going to and returning from the "coffee break."

The consideration and cooperation of each employee, Agency and Tribal, will be expected and appreciated. Failure on the part of one, or more than one, employee may result in the loss of the privilege, which I believe is a sound administrative policy. I hope that the "coffee break" will be enjoyed, and that in return, your efforts toward a more cooperative, friendly and efficient office staff may be effected.

Wellington Superintendent

JWW/jgp

Standing Rock Indian Agency Fort Yates, North Dakota October 7, 1954

Memorandum No. 3

To: All parties responsible for payment of telephone charges (individual, business firms, municipality) resulting from the use of the telephone system operated under the jurisdiction of Standing Rock Agency

Re: Payment of monthly telephone bills and delinquent accounts

This memorandum is being attached to your current telephone bill for the purpose of calling your attention to the date payment is due.

ALL TELEPHONE BILLS ARE DUE AND PAYABLE NOT LATER THAN THE 15TH OF EACH MONTH.

Where any subscriber fails to make payment of their monthly telephone bill, it will be necessary that telephone service be discontinued until such time as payment is made. Subsequent failure to make payments on or before due dates will be considered sufficient evidence of lack of cooperation and responsibility on the part of the persons involved and the telephone service will be terminated at that time. There will be no exceptions. Your cooperation and compliance will be appreciated and expected.

The subject "Outstanding or Delinquent Telephone Accounts" will be covered by a separate memorandum to those individual parties now having delinquent accounts carried on the records of this office. Check your records for any unpaid bills which you may have outstanding. Failure to pay or to make necessary arrangements to pay these bills will be considered sufficient grounds for administrative action and the immediate removal of telephone service.

J. W. Wellington

Standing Rock Indian Agency Fort Yates, North Dakota October 11, 1954

Memorandum No. 4

To: All parties responsible receiving products from dairy operated under the jurisdiction of Standing Rock Agency

Re: Payment of monthly dairy products bills and delinquent accounts

This memorandum is being attached to your current dairy products bill for the purpose of calling your attention to the date payment is due.

ALL THESE BILLS ARE DUE AND PAYABLE NOT LATER THAN THE 15TH OF EACH MONTH.

Where any consumer fails to make payment of their monthly bill, it will be necessary that deliveries be discontinued until such time as payment is made. Subsequent failure to make payments on or before due dates will be considered sufficient evidence of lack of cooperation and responsibility on the part of the persons involved and all deliveries will be terminated at that time. There will be no exceptions. Your cooperation and compliance will be appreciated and expected.

The subject "Outstanding or Delinquent Dairy Products
Accounts" will be covered by a separate memorandum to those individual
parties now having delinquent accounts carried on the records of this
office. Check your records for any unpaid bills which you may have
outstanding. Failure to pay or to make necessary arrangements to pay
these bills will be considered sufficient grounds for administrative
action and the immediate discontinuance of deliveries.

J. W. Wellington Superintendent

Standing Rock Indian Agency Fort Yates, North Dakota October 11, 1954

Memorandum No. 5

To: All Employees - Standing Rock Agency

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Re: Handling of Employees! Pay Checks

In order that all personnel may be acquainted with the restrictions placed on the Designated Agent for the delivery of pay checks, the following is extracted from U. S. Treasury Form RO-232:

- (a) Checks or bonds shall not be delivered to employees prior to the issuance date appearing thereon; however, they may be mailed to the employees entitled thereto prior to the issuance date, if it is determined that delivery will not be made before that date.
- (b) Whenever possible checks and bonds shall be delivered personally by you or by responsible personnel of your agency to individual employees. When it is not possible to deliver checks or bonds personally, they may be delivered to a designated representative of the employee, or forwarded by mail, upon written order signed by the employee. The signature on the order must be authenticated and the order retained in your files. In case of emergency, or where an employee is absent on leave, telephonic or telegraphic request for the mailing of check or bond may be honored upon written request signed by the employee's supervisor, with the understanding that a confirming written order will be obtained from the employee upon return to duty.
- (f) Checks or bonds which should not or cannot be delivered will be returned to the regional disbursing office within 5 days after receipt, except that when employees are on leave, they may be held for 16 days.

Beginning with the next delivery of checks, the following procedure will be followed:

Employees may obtain checks in person.

They may be delivered to a designated representative upon written signed request. The designated agent will be required to sign for the check.

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Standing Rock Indian Agency

Checks will be mailed to any address upon a written signed request.

Program heads may obtain the pay checks for delivery to personnel by filing a request which will be signed by each employes concerned. The program head will be required to sign for all checks received.

that all personnel may be acquainted with the restrictions

W. Wellington

tendent is seall not be delivered to employees prior checks on the shall not be delivered however, they may be neited to the employees entitled therein prior to the issuence date, if it is determined that delivery will not be made before that date.

- (b) Whenever possible checks and bords shall be delivered personally by you or by responsible personnel of your agency to individual employees. When it is not possible to deliver checks or bords personally, they may be delivered to a designation representative of the employee, or forwarded by mail, upon written order signed by the employee. The signature on the order must be authenticated and the order retained in your files. In case of emergency, or where an employee is absent on leave, telephonic or telegraphic request for the mailing of check or bord may be honored upon written request signed by the employee's supervisor, with the understanding that a confirming written order will be obtained from the employee moon return to duty.
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Employees may obtain checks in person.

They may be delivered to a designated representative upon written signed request. The designated agent will be required to sign for the chook.

Standing Rock Indian Agency Fort Yates, North Dakota October 13, 1954

Memorandum No. 6

To: All Employees - Standing Rock Agency

Re: Collect Telephone Calls and Telegrams

Decisions of the Comptroller General have long held that telephone calls and telegrams, which are for personal convenience, cannot be paid with government funds.

All employees are cautioned against accepting collect telephone calls or telegrams without first ascertaining that they are being made on official business of the agency.

Where such matters are for the purpose of obtaining information as to funds in I.I. Accounts and similar information, they cannot be construed as official business of this agency and would be subject to question and disallowance by the Certifying Officer.

After completing an official call, the employee making the call will call the Rate Operator to ascertain the <u>actual</u> cost and complete the obligation document and route it to the proper desk.

J. W. Wellington

Standing Rock Indian Agency Fort Yates, North Dakota October 13, 1954

Memorandum No. 7

To: All Employees

Re: Indian Affairs Manual - Personnel

It is desired to acquaint all employees with the necessity of their being informed as to requirements of the Indian Affairs Manual insofar as it pertains to Conduct of Employees, Employee Relations, and Position Changes, Chapters 9, 15 and 14, of Volume IV, Part IV.

These three chapters are required reading for all newly appointed employees. Others should make sure they have knowledge of their contents.

As a means of immediately bringing it to the attention of all employees, the Guide for Disciplinary Action is shown on the attached.

J. W. Wellington Superintendent

VOL IV	ADMINISTRATION	VI JOV TO
PART IV	PERSONNEL	
	ULLANUKACY	Section
CHAPTER 9	CONDUCT OF EMPLOYEES	904.01

Section 904. Guide for Disciplinary Action.

Suggested Penalties. The Department and the Bureau expect executives and supervisors at all levels to assume responsibility for reporting delinquency or misconduct of subordinates to proper authorities so that action can be initiated. Those charged with the administration of discipline should be firm, fair, impersonal and free from prejudice, guided by the principle of like penalties for like offenses insofar as practicable, with appropriate consideration as to previous record, length of service, and the motivating factors involved. In the interest of uniformity and justice and to assist in accomplishing such an objective, there follows a suggested guide as to penalties.

This guide is not all-inclusive nor can it cover extenuating circumstances of a particular case. For this reason officials may depart from the schedule below when recommending or imposing a penalty. Punishment for offenses not listed should be meted out consistent with that indicated for an offense of comparable seriousness listed in the table.

In cases where the degree of penalty specified is less than removal, authorities may recommend or impose stipulated penalties for first, second and third offenses in the ascending order of the penalty range. Authorities should, however, be governed first by the seriousness of the infraction as to the degree of penalty to apply regardless of the sequence of the offense.

PENALTY GUIDE

Nature of Offense	Degree of Penalty
Subversive activity	
Subversive activity	Removal
Striking against the Government	nirisar dot uni
	Unarthords bearing
Willful theft of Government property	Dancet to property
Misappropriation of Government funds	
Acceptance or solicitation of bribes	io venom golmorros '
Voluntary acquiring or retaining an interest	on losns from :
in any lands or resources administered by	gatidmo0
the Bureau of Land Management, unless offi	Soliciting chances
cially excepted and authorized	terd to emphisios of traf
Trading with Indians	Covernment vehica
no to review of the	a diagraficación esperantement

PART IV PERSONNEL Section CHAPTER 9 CONDUCT OF EMPLOYEES 904.01

Nature of Offense	Degree of Penalty
Willful misuse of Government property including motor-vehicles or aircraft Willful falsification of records involv-	30 days suspension or removal
ing Government funds	
Serious personal misconduct which brings the Government into disrepute	
Misstatement of material fact in applica-	10 days, 30 days sus-
tion for employment Misuse of Government property	pension or removal
Malicious injury to Government property Violations of safety regulations involv-	all to penalthes.
ing personal injury so con evicusomiesses	
Engaging in work for parties dealt with in official capacity	
Performing personal service during	penalty. Punishm
official hours for private gain Disclosing confidential information Discrimination or improper influence in	
employment practices whilehad to correct ex	IL cases whole th
Insubordination of a free de second go become of	3 days, 10 days, 30
offenses in the ascending order of the penalty. os should, however, be governed first by the	removal
Concealment of arrest record as made and the	is il esensuoinus
Acceptance or solicitation of gifts (not bribes) from contractors	ed to exemples of the
Neglect of duty MINUTER	n n
Tardiness	Warning, 3 days, 10 days, 30 days suspen-
A CONTRACTOR OF THE PROPERTY O	sion or removal
Drunkenness or use of intoxicants affect-	
ing job usefulness dhengasvol edd Unauthorized absence wall yn badddiong w	
Damage to property	
Accepting gifts from subordinates	Musappropriation
Borrowing money or soliciting endorsements on loans from subordinates	Acceptance or sol
Gambling val heredelukehe sectuoser	
Soliciting chances, etc. Violations of traffic laws while operating Government vehicles	
Improper conduct of a member of an employee's family	II II
Other irregularities of a more or less	

Standing Rock Indian Agency Fort Yates, North Dakota October 20, 1954

Memorandum No. 8

To: TAll Employees of on of latter has alarge officer the vedo .S

Re: Regulations governing the use of bicycles, motor scooters and motorcycles on the Campus of the Standing Rock Agency

1. Ride with traffic, Keep to the right and close to curb or side of road.

PARENTS WILL BE HELD RESPONSIBLE FOR THEIR CHILDREN'S COMPLIANCE WITH ALL REGULATIONS AND SAFETY MEASURES.

The North Dakota law states that bicycles, motor scooters and motorcycles are vehicles and are thereby subject to the same rules and regulations as all motor vehicles insofar as practicable. Nearly all cities and towns have individual ordinances and regulations governing the control of such vehicles.

Bicycles present safety problems common to the use of all vehicles and it offers the same opportunity for its operator to use it wisely or to abuse it and the privileges of riding it, through carelessness or ignorance. The bicycle riders of today will be the motorists of tomorrow and those who early learn to observe the fundamental rules of safety will have built a sound foundation upon which their future driving safety may depend. The records indicate that a staggering number of accidents and deaths have resulted from the failure of the parents and their children to comply with the basic safety regulations established for the use of these vehicles. Every person riding a bicycle, motor scooter or motorcycle on the campus of the Standing Rock Agency will be governed by the following regulations. The local police officers have been instructed to enforce the regulations at all times.

LIGHTS AND REFLECTORS: All bicycles used at night MUST be equipped with a white light in front, visible under normal conditions for a distance of not less than 330 feet. They MUST also be equipped with a red reflex mirror, scotch lite tape or reflector buttons which are visible for a distance not less than 200 feet.

BRAKES: Every motorcycle must be equipped with an adequate hand or foot brake in operative condition at all times.

BELL OR HORN: All bicycles shall be equipped with a suitable bell or horn. No bicycle shall be equipped with a siren or whistle.

NUMBER OF RIDERS: No bicycle or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

HITCHING RIDES: No person riding a bicycle, motorcycle, sled, using roller skates, coasters or toy vehicles shall hitch a ride on any vehicle.

NO PERSON SHALL CUT IN AND OUT OF AUTOMOTIVE TRAFFIC:

SAFETY RULES

- 1. Ride with traffic. Keep to the right and close to curb or side of road.
- 2. Obey all traffic signals and rules. Do not ride through STOP signs.
- 3. Make sure of being safe when leaving driveway, crossing or intersection.
- 4. Keep a safe distance behind all vehicles such as cars and trucks.
- 5. DO NOT PASS moving vehicles on the right side.
- 6. Do not ride in the middle of the street except when turning left. Signal.
- 7. DON'T weave from side to side. Avoid trick riding. Keep your eyes on the road.
- 8. Be careful of pedestrians, particularly the younger children.
- 9. Always keep your bicycle in first class mechanical condition.

BELL OF MORN: All bicycles shall be equipped with a suitable bell or horn.

MEREN CONTROL OF TREES NO bloycor or motorcycle of the carry motorcycle and the carry motorcycle of th

10. Always signal your intentions the same as a driver of an automobile.

The cooperation of the parents and their children will be appreciated and expected. The Law and Order Division has been instructed to closely supervise the Agency Campus for all violations.

d. W. Wellington

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Standing Rock Indian Agency Fort Yates, North Dakota October 21, 1954

Memorandum No. 9

To: All Employees

Re: Policy and Regulations Barring Participation of Civil Service Employees in Tribal Elections.

In compliance with existing Regulations and Policies, Civil Service employees of the Standing Rock Agency are hereby admonished that they are in no manner to participate in the political affairs of the Standing Rock Sioux Tribe. This has specific reference to the election of candidates to serve as members of the Standing Rock Sioux Business Council which will be held on Saturday, October 30, 1954. Branch Heads will be held responsible that these instructions are made known to their subordinates.

Regulations and Policy regarding same should be common knowledge to the members of the Standing Rock Agency Staff. However, it is administratively determined advisable to call Regulation and Policy to your attention at this time. Any violations will necessitate administrative action in further compliance with Regulations and Policies covering same. The known participation of Civil Service Employees includes members of the immediate family.

The Administration will expect full cooperation by all employees concerned in this instance.

superintendent

Standing Rock Indian Agency Fort Yates, North Dakota October 25, 1954

Memorandum No. 9A

To: All Employees

Re: Participation in Tribal Elections

All enrolled members of the Standing Rock Sioux Tribe who are Civil Service employees are entitled to vote in tribal elections. They, of course, must meet the established qualifications for eligible voters as set forth by tribal laws.

I was sorry to learn that the intent of my memorandum of 21 October 54 was not clear to all employees. Qualified and eligible voters are always entitled to vote. That is Democracy, the American way of life.

Civil Service employees are NOT to participate in political campaigning, electioneering, transporting voters to the polls, working for the interests of any candidate or in any manner become involved in political affairs wherein the Bureau of Indian Affairs or the Federal Government could be criticized for their action.

J. W. Wellington Superintendent

Standing Rock Indian Agency Fort Yates, North Dakota 21 October 1954

Memorandum No. 10

To: All Branch Heads and Key Personnel.

From: B. J. Cobb, Administrative Officer

Subject: Bonds to the Superintendent.

Your Superintendent, J. W. Wellington, has requested that a \$5,000.00 bond with him as Obligee, be obtained by each Branch Head and Key Employee using or having custody of equipment or other property.

These individual bonds should be completed and returned to this office not later than 22 November 1954.

Should the Branch Heads and Key Employees to whom this memorandum is being directed, have any questions with reference to the type of bond, bond form or other information, please stop at my office at an early and convenient date.

B. J. Cobb

Administrative Officer

Standing Rock Indian Agency Fort Yates, North Dakota 28 January 55

Memorandum No. 11

To:

All Branch Heads

From:

Superintendent

Subject: Inspection of Motor Vehicles

Members of the staff are familiar with previous discussions held in staff meetings relative to initiating a program for the monthly inspection of all government vehicles, ie: cars, pickups, trucks and busses under the jurisdiction of the Standing Rock Agency.

The general planning has now been centralized to a point where within the next two weeks the inspection program will be initiated. The necessary instructions and forms covering the inspection program are attached. Mr. R. P. "Speed" Detling has been designated Inspection Officer and will be in charge of the program. The complete cooperation of all employees with Mr. Detling in all phases of the inspection program will be expected and appreciated.

This plan of preventive maintenance should promote economy, safety and efficiency. We cannot afford unnecessary repair bills which are due to negligence or lack of proper service and adjustments. Replacements of rolling stock will be slow and in some instances it is extremely doubtful if replacements will be made. Therefore, it is not only essential but necessary that we exert every effort to protect and extend the usable life of the automotive equipment we now have.

Again, let me stress the importance of cooperation. Sure, there will be a few "bugs" to chase out before the routine of the inspection is well established. But, with the assistance, cooperation and the desire of the employees to make this necessary program work, I am confident that within a short time the results will be clearly evident to all.

Don't forget, this will be just an inspection. No repair work will be done by the local mechanics. Where the inspection indicates that repair work, grease and oil changes, replacement of lights and reflectors, and so forth, are needed - YOU, the Branch Head, will be held responsible to see that the inspection report is cleared on each of your cars prior to the next inspection date.

uperintendent

STANDING ROCK INDIAN AGENCY FORT YATES, NORTH DAKOTA

of 6 to 10 vehicles per hour. During early stages of the plan the number in-

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division or settivity. He will recor

MEMORANDUM tolike sadosowice naid edt as Jud asimil wewel edt is ed van betoede

TO: Branch Chiefs, Supervisors, and Vehicle Operators

FROM: J. W. Wellington, Superintendent

SUBJECT: Monthly Motor Vehicle Inspection

Following are instructions to provide for initiation and operation of the motor vehicle inspection program:

book is not with vehicle. he shall so state under "Henarks".

A definite schedule is being established showing the day of the month and specified time each vehicle must be presented at the garage for inspection.

Each Branch Chief will maintain a list showing inspection appointment time for all motor vehicles assigned to his branch. He may obtain the list of vehicles from the property section. The appointment time may be obtained from the head mechanic at the garage.

He will be responsible for delivery of the vehicles at the garage at the specified time.

It will not be the responsibility of the inspector to follow up on recommended repairs or adjustments. He will not make any adjustments or repairs at time of inspection and operators or branch chiefs will not request them.

This inspection plan does not change present arrangements of the consolidated garage, wherein service and repair of vehicles is performed for Roads, Education, M.O.B.U., and Health. Other activities will obtain repair services as previously from outside sources. Repair work for Roads, Education, M.O.B.U., and Health will be arranged with head mechanic as previously.

If, for any emergency reason, a vehicle cannot be brought to the garage for inspection at appointed time, the branch head will so advise the head mechanic as far in advance as possible (not less than 24 hours) and make arrangements for a subsequent appointment.

If a vehicle is stored and not in use since the last inspection, the branch chief will so advise the head mechanic, by memorandum, requesting cancellation of inspection for that month.

The inspector will fill out inspection check sheet in <u>duplicate</u>, that is, with carbon copy, and turn in to Main Office for distribution to various branches. Completed check sheets should be assembled according to activities or branches, i.e., Health, Forestry, Grazing, etc., before submission to office.

A check list of all vehicles to be inspected will be maintained at the garage, showing appointed inspection time, and inspector will check off on this list as vehicle is inspected.

As stated above, inspector will not make any repairs or adjustments during inspection. It is expected that one inspector will complete inspection of 6 to 10 vehicles per hour. During early stages of the plan the number inspected may be at the lower limits, but as the plan approaches efficient functioning, the higher number should be reached or exceeded.

The check sheet is simple and needs little explanation. will fill in month, present speedometer reading, license number, operator, and division or activity. He will record from operator's record book presented with vehicle, the speedometer reading of last oil change and grease job. If operator's book is not with vehicle, he shall so state under "Remarks".

As each item is inspected, inspector shall make notation on check sheet "O.K." if satisfactory, and "US" if unsatisfactory or "NR" in need of repair.

If, in the course of inspection, evidence of neglect or improper care is noticed; vehicle has not been greased or oil changed as often as commonly recommended; or any repair or adjustment not covered by items on the check sheet is noticed, the inspector should so state under "Remarks", or "General Condition".

If a vehicle fails to be presented at appointed time, and advance notice has not been received and arrangements made for change of time, inspector will fill out check sheet as to Month and License number, and under "Remarks" state "Vehicle did not appear", sign and submit.

If a memorandum from a Branch Clief has been received requesting cancelelation of inspection, inspector will fill out check sheet as to month and license number, sign, attach copy of cancellation memorandum to check sheet, and submit.

In case an inspection appointment falls on a holiday, all appointments will be moved ahead one day. This means if the pre-arranged schedule provides for certain vehicles to appear on Monday, and that Monday happens to be a holiday, then the appointment for Monday will be moved to Tuesday, Tuesday's appointments to Wednesday, etc., for that particular month, returning to regular schedule the following month.

Effective operation of this plan will require the cooperation of all branch chiefs and operators. Promiscuous disarrangement of schedules will result in confusion, lost time and breakdown of the plan. It will definitely require considerable attention and effort on the part of branch chiefs and supervisors to get the plan into smooth operation. cirdet will so advise the head mechanic, by memorandum, requesting cencel-

ill out inspection check sheet in implicate, that m in to Main Office for distribution to various

setry, Grazing, etc., before submission to office.

A check list of all vehicles to be inspected will be maintained at the

garage, showing appointed inspection time, and inspector will check off on this

J. W. Wellington Superintendent

of inspection for that month.

STANDING ROCK INDIAN AGENCY FORT YATES, NORTH DAKOTA

VEHICLE CHECK SHEET

Branch	Branch Head
Month	
	Operator
Speedometer reading when greased	
Speedometer reading when oil char	nged
Note to Inspector - Check condition	ion of items below:
	State Federal
	4. Steering
5. Clearance Lights 6	Reflectors 7. Flares
8. Rear View Mirror 9	. Signaling Mechanism
	11. Horn 12. Tires
13. 0il 14. Glass	15. Windshield Wipers
16. General Car Condition	
17. Interior Condition	18. Record Book
19. Remarks	
Date	Inspector
Have all items checked above bee	en repaired: YesNo
	f not, what remains to be done
Witeri	
Date	Signature of Repairman

Standing Rock Indian Agency Fort Yates, North Dakota March 21, 1955

Memorandum No. 12

To: All Employees Operating Government-Owned Vehicles

From: J. W. Wellington, Superintendent

Subject: Motor Vehicle Accident Reporting Procedures

Reference is made to Volume IV, Part III, Chapter 7, Section 707.06 B of the Bureau of Indian Affairs Manual relative to all accidents involving government-owned or operated motor vehicles which damage property, whether motive equipment or fixed property, and regardless of whether personal injuries result therefrom, shall be reported to this office within 24 hours after the accident has occurred.

The Manual so states that the Superintendent is responsible for making field investigations of accidents involving Bureau vehicles which occur within his jurisdiction. However, I am requesting that each Branch Head be designated as the Investigating Officer for vehicles involved in accidents within his department. This is necessary in order that we might expedite accident reports to the Area Office immediately after they occur.

It has been brought to my attention that accident report forms are not being prepared at the time of an accident. Therefore, to facilitate reporting, each vehicle should have accident reporting forms in the glove compartment or other accessible places at all times. The following forms are required in reporting accidents and can be obtained from Mr. Martin, Property Clerk, upon receipt of this memorandum:

SF-91 - Operator Report of Motor Vehicle Accident

SF-93 - Report of Investigating Officer

SF-94 - Statement of Witness

Your cooperation in putting this procedure into effect immediately will be appreciated.

J. W. Wellington

SPECIAL NOTICE

TANYAN YAMAPO ABDEZAPO

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IMPORTANT MESSAGE FROM YOUR SUPERINTENDENT

EXPLANATION OF LEASING REGULATIONS

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Save This Copy of The EYAPAHA For Future Reference

On several occasions it has been reported to the Standing Rock Agency Office that the land owners or lessors and land users or lessees have failed to execute approved leases covering the use of trust land on the Standing Rock Reservation. For example: A tract of trust land was advertized for sale recently and no evidence of a lease on this land could be found in the agency office. The notice of the land sale advised the general public the successful bidder could take possession of the land as soon as the patent was issued. A few days before the sale a party called at the office and stated that he had an "out of the office" lease, that he had paid the land owner two years lease payments in advance and that he had the land planted to winter wheat. He wanted to know what protection he had. The answer was NONE. If he didn't buy the land himself he would lose the advance payments and the crop he had planted. All trust lands must be leased under the conditions prescribed by the Secretary of the Interior.

There are other cases where trust lands have been used by verbal agreement and unapproved, "out of the office" agreements. In one case this is costing the lessor or land user nearly one thousand dollars because he had been paying someone who didn't have trust title. There are other cases where if land user doesn't pay to the Bureau of Indian Affairs, the case will be taken to Federal Court for prosecution by the United States Attorney.

A recent Montana newspaper article reports that the cases of four Poplar, Montana, men who had been charged with trespass on Indian land by reason of farming Indian land with a completed lease were settled in Federal Court, Havre, Montana. The court pointed out that regardless of any previous custem to the contrary, anyone farming Indian lands must have an approved and completed lease signed by the Agency Superintendent before he occupies the land.

In order that the land owners or lessors and the land users or lessees as be fully informed as to the negotiating of leases on Indian land, the following summary has been prepared for their information. A completed, approved lease is for the protection of the land owner and the leasee. Without an approved lease, both the land owner and the leasee are liable for such penalty as provided by existing law and regulations.

The individual Indian land owner has the authority under amended Section 171.8, Title 25, Code of Federal Regulations, to negotiate on approved forms his own leases within existing regulations. The negotiation of leases by the land owners is both a challenging privilege and a definite responsibility. The privilege gives the Indian land owner a greater opportunity to select his tenant, and to arrange the terms of the lease within the framework of the existing regulations. The responsibility of the land owner is extremely important. He should use every precaution in selecting an honest, capable tenant. The lessor or land owner must protect his lands by arranging the terms of the lease in such a manner that the lessee must comply with recognized, acceptable farm practices and land husbandry. He should follow up the terms of the lease and visit his lands at periodic intervals. The lessor must be acquainted with the existing regulations with reference to his leasing privileges and adhere to the same.

by an agricultural lease for farming or by a farm pasture lease for grazing or by a business lease for business purposes.

Farm pasture leases are illowed only when the grazing land is used in connection with farming operations or contered tracts which, because of isolation or for other special reasons, are not included or not suitable for inclusion in range units. In other words, where range units exist and the grazing land in question lies within the boundary of such a range unit, the land shall not be leased other than under a range unit permit (Reference 171.14 Title 25 CFR).

All leases on restricted Indian land for farming, grazing or business purposes MUST BE EXECUTED ON THE LEASE FORMS PRESCRIBED BY THE SECRETARY OF THE INTERIOR and which may be obtained from the Lease Clerk or from the Agency office. (Reference 171.8 Title 25 CFR).

The law provides also that these leases MUST BE APPROVED BY THE SUPER-INTENDENT OR OTHER OFFICER-IN-CHARGE BEFORE THEY ARE VALID. Three signed sopies MUST BE RETURNED TO THE AGENCY OFFICE for the protection of the lessor and the lessee. This precludes any possibility of negotiating more than one lease for the same tract of land at the same time.

When the lease has been approved by the Superintendent or officer-incharge and where rentals have not been pledged or assigned as security for loans or other purposes the rental may be paid direct to the adult owner or adult heirs. Where income from the land has been pledged or assigned as security for loans or other purposes by the land owner, or in event of certain heirship cases the funds are to be paid into the Agency for disbursment by the instruction of the Super-intendent or officer-in-charge. The leasee is responsible to see that rentals are paid to the proper person or agency. Should the leasee pay other than the rightful owners he will be compelled to comply with existing law and regulations.

The lessor and lessee should jointly assume the responsibility of obtaining all of the necessary signatures, properly witnessed, on all of the lease forms. UNDER NO CIRCUMSTANCES SHOULD LEASE PAYMENT BE MADE UNTIL THE LEASE IS APPROVED. Signed copies of the lease, after approval by the Superintendent er officer-in-charge, will be given to the lessor and lessee. One copy shall remain on file at the Agency office.

LEASES CANNOT BE APPROVED WHEN DATED MORE THAN ONE YEAR IN ADVANCE OF THE EXPIRATION DATE OF THE EXISTING LEASE.

Land owners and lessors should become thoroughly acquainted with all existing regulations with reference to leasing. These are listed in the Code of Federal Regulations, fittle 25 beginning with Section 171.4 as amended May 6, 1947. Particular attention should be given to Section 171.7 which deals with the power of the Superintendent to grant leases for restricted lands of individual Indians. Part (b) of this section states that the Superintendent may grant leases for restricted lands (1) when the heirs of such lands have not been determined, or (2) when the heirs have been determined and the lands are not in use by any of the heirs and the heirs have not been able, within a period of three months or longer, to agree upon a lease of the land by reason of the number of heirs ar devisees, their absence from the reservation, or for any other cause.

Section 171.8 should be studied carefully since it pertains to negotiation of individual leases. Adult Indians (other than those non composementis) may negotiate leases for themselves and their minor children on forms approved by the Secretary subject to the regulations and the written approval of the Super-intendent. "Unless otherwise stipulated the rental shall be paid directly to the adult heirs and their minor children. The Superintendent may at any time, upon determining that an Indian has shown himself to be irresponsible, issue to the Indian a written notice that no future lease or permit respecting restricted land of the Indian shall be negotiated by the Indian and stating that any future lease or permit respecting restricted land of the Indian will be negotiated by the Superintendent, subject to the signature of the Indian."

In order for the Superintendent to fulfill his obligation as custodian of the restricted Indian land to the United States Government as well as protect the interests and perpetuate and improve the productive capacity of these lands for the Indians of today and their future heirs it has been necessary to include as part of the lease contract a list of "Conservation Stipulations." These stipulations where applicable must be adhered to and complied with by the lessee. Failure to comply subjects the lessee to a penalty payment or liquidated damages as indicated for each of the numbered stipulated items (copy attached).

Numerous one-year leases have been negotiated at this Agency for a period of time long enough to almost establish a precedent which is detrimental to the land, the user and time consuming for Agency personnel. This situation in the long run affects the land owner's income.

The land user is reluctant to place improvements on the land since he is not sure of using it the following year. He is not interested in improving the productivity of the land for the same reason even though his income from the land is less by not following good farm and grazing practices.

The lessors and the lessees are urged to negotiate for 3 and 5 year periods. The Superintendent may be required to approve only leases for not less than 3 years or more than 5 year duration.

When a lease is negotiated for more than one year the regulations require the lessee to obtain a surety bond to cover the annual payment plus an amount equivalent to the liquidated damages not to exceed \$3.00 per acre on farmland assessable for not complying with conservation stipulations. In the absence of a surety bond a cash bond may be deposited with the Superintendent for the duration of the leasing period. This cash bond may be refunded after the lease has expired and the terms of the lease have been properly executed.

Several instances have been reported to the Agency where people have negotiated with the Indian land owners by verbal agreements or written agreements not approved by the Superintendent. These so called "out of office leases" cannot be honored as valid contracts by the Superintendent. The land owners and the land users who do not handle their leasing affairs as prescribed by the regulations are subject to existing law and regulations. Time, money and avoidable controversies can be avoided compliance to existing regulations.

The foregoing explanation will be publicized through the Agency Bulletin "Eyapaha", by publication in all local newspapers, by mail to members of the Tribal Council and community leaders as well as to every known person using restricted Indian land on the Standing Rock Reservation.

Violations of the leasing regulations may result in expensive and time consuming Federal Court cases which create a hardship on all parties concerned. Flagrant violators may be placed in the category of undesirable lesses for which future leases could not be approved.

Your cooperation in this phase of land use is heartily solicited. The Superintendent and his staff at the Standing Rock Reservation are desirous of working emically with the Indians and non-Indians as well as fulfilling their colligations to the United States Government. If anyone has any questions with reference to leasing Indian lands, the Superintendent or members of his staff will be great to discuss these questions with you at any time.

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CONSERVATION STIPULATIONS FOR THE DRY LANDS STANDING ROCK INDIAN RESERVATION, FORT YATES, NORTH DAKOTA

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LESSEE agrees to carry out a complete soil conservation program as planned by the Indian Service Soil and Moisture Conservation Department, and execution of the following program by the lessee is a part of the consideration for the granting of this lease.

Execute the plan worked out for the tract hereby leased as laid out by the Indian Service Soil and Moisture Conservation Department.

- 1. All farm land shall be strip cropped with strips not over twenty rods in width. Contour strip crop all cultivated land where contour lines have been established. Alternate strips shall be summer fallowed except where agreeable to all parties. Alternate strips may be planted to a cultivated row crop such as corn. If desirable, twenty or (16) rod strips of grain may be alternated with ten or (8) rod strips of fallow or row crop. Strips should run across the general slope to prevent wind and water erosion. Fallow strips to be rotated each year. A penalty of \$3.00 per acre will be collected for acres not stripped and/or contour stripped where contour system have been established.
- 2. All summer fallow operations shall leave the soil in a rough cloddy condition with maximum of crop residue left on the surface to prevent blowing and washing of soil. Keeping stubble on top of soil can be accomplished by using chisel type tillage equipment such as Graham-Hoems Chisel. In any case where the last lessee who has done satisfactory fallow and loses the lease to another lessee, it is understood that the new lessee will pay the old lessee the reasonable amount of \$2.00 per acre for acres fallowed. Proof of such settlement shall be given at the time new lease is executed.
- 3. Seed one-fifth or more of all crop land to a legume, (sweet clover or alfalfa) each year to maintain nitrogen and organic matter content of the soil. Rotate legume plantings so that all crop land will be covered by a legume over a five-year period. Plant not less than six pounds of sweet clover per acre. Legume may be seeded in or with small grain. (Penalty for non-compliance \$5.00 per acre.) In any case where a lessee has established sweet clover and/or alfalfa seedings in the last year of the lease then loses the lease to another lessee for the next crop year, the new lessee will reimburse the old lessee for the cost of the seed. A good stand as determined by the Superintendent or his authorized representative, will be necessary for settlement.
 - 4. Not plow up alfalfa during the last year of the lease contract, without written permission from the Superintendent of the Standing Rock Agency.
 - 5. No grass land or go-back land will be broken out for farming without prior written approval from the Superintendent of the Standing Rock Agency.

 Penalty for non-compliance \$5.00 per acre. Any money collected for vio-lation of this practice shall be used to reseed disturbed acreage to grass. In the event that authority is granted to break up sod no lease will be written for less than three years or more than five years. It will then be the responsibility of the lessee to either continue farming same or see that it is continued in an agricultural status. Grass to be seeded within

one year after expiration of the lease. A bond of \$5.00 per acre, or surety bond will be required. If not it will be required that he seed the land back to recommended grasses.

- 6. Burning of crop residue shall not be permitted. A penalty of \$5.00 per acre will be collected for violation of this stipulation.
- 7. Waterways or natural drainage-ways on crop land shall be left in sod or seeded if not now in sod and shall not be tilled, and a strip shall be left in sod on each side of such waterway equal to the width of the waterway. A penalty of \$15.00 per acre will be collected for such waterways that are tilled or if the lessee prefers he may seed the waterway at his own expense. Actual area of waterway to be determined by the SMC representative. Any money collected for violation of this practice shall be
 - 8. Grass shall not be overgrazed and the lessee expressly agrees to stock range land at no more than one cow per 15 acres for the entire farm pasture for a six month grazing period. Any stocking rate that differs from the one mentioned above must have the written approval from the Superintendent of the Standing Rock Agency. A penalty of \$1.00 per acre will be collected for each acre of Indian land within the farm pasture. The lessee agrees to accept the determination as to overgrazing made by the Superintendent or his duly authorized representative.
 - 9. Eradicate all noxious weeds now present on the land and keep land free of all noxious weeds. Control other harmful weeds such as cockle burrs, sunflowers, etc. Penalty for non-compliance \$3.00 per acre.
 - 10. Eradicate all prairie dogs on land. Poison may be purchased through the Soil Conservation Office at Standing Rock Agency.

If no compliance bond accompanies this lease, it is specifically understood that in case of violation of any conservation stipulation or other terms of this lease, the crop shall be considered security and subject to possession and sale by the Superintendent or his duly authorized representative in amounts necessary to satisfy any unliquidated claim filed for non-compliance of the terms of this

Penalty for failure to comply shall be at the rate indicated for each stipulation. Total amount claimed shall be based on the number of acres of which the contract.

In addition to possible claims as shown above, failure to comply with any or all of the stipulations will be sufficient cause for immediate cancellation of lessee fails to comply. To be lease.

-compliance \$5.00 per acre. Any money collected for viosd If w and of heart of bear of bear of Ilans editor Signature of Lessee In the event that authority is granted to break up sod no lease will be

SPECIAL NOTICE

TANYAN YAWAPO

READ CAREFULLY

ABDEZAPO

To The

INDIAN PEOPLE OF THE STANDING ROCK RESERVATION

Take Itancanye Roin Wakin Kta

IMPORTANT MESSAGE FROM YOUR SUPERINTENDENT

TANYAN YAWAPO

READ CAREFULLY

Save This Copy of The EYAPAHA For Future Reference

It has been administratively determined that in behalf of the best interests of the Indian people of the Standing Rock Reservation, the general public and the administrative branch of Indian Bureau stationed at the Fort Yates, Standing Rock Agency office, it is necessary and expedient to close the Agency Bank (Individual Indian Money Accounts) until Friday, October 15, 1954. No checks will be drawn until that date unless in the case of a bonafide emergency. At the present time an Auditor from the Branch of Audit, Washington office, Bureau of Indian Affairs, is at the Fort Yates Agency office. His detail to Fort Yates is for the sole purpose of auditing the accounts, appraising compliance of regulations and assisting the agency staff in establishing methods of more efficient handling of the Individual Indian Money accounts in this office. This is of great importance to the Indian people whom we are here to serve.

The closing of the Bank at this time will be of immediate and ultimate value to the Indian people of Standing Rock. In the first place, there are approximately 1,000 estate cases wherein there is a considerable amount of funds new being held that will be transferred to individual Indian accounts when the employees have had an opportunity to clear these estate accounts. Second, it would presently appear that there is approximately some four thousand six hundred dollars which represents an accumulating amount of interest at 2½% over a period of eight or nine years which may be distributed to individual accounts when the employees have had time with the Auditor to make an accurate check on these funds. Third, when all accounts have been accurately reviewed, the audit completed, policy and procedure established, it will be possible to prepare an individual statement for every enrolled Indian person of the Standing Rock Reservation having an account maintained at the office. This statement will be similar to a commercial bank statement. It will include individual explanatory information, advising the Indian people as to the source of their income (leases, estate, interest, land sales, etc.) in order that they may have accurate knowledge ef their personal funds administered by this office.

It is my sincere belief that when the bank is opened again, we will be able to give the Indian people of the Standing Rock Reservation and the general public more efficient and complete service. I am sure the people of Standing Rock

Reservation and the general public more efficient and complete service. I am sure the people of Standing Rock will understand the need for such action and will assist and cooperate with this office to that extent.

There are several reasons why it has been determined necessary to close the Agency Bank until Friday, October 15th. Very few of the Indian people of Standing Rock are aware of, or realize, the large amount of work involved in handling their accounts, records, individual business and personal problems by the staff of the Agency office. Due to the increased land sales use of personal budgets, grazing crop hay leases, welfare cases and other individual matters of business, the number of people calling at the office have caused a serious backlog of work which cannot be efficiently handled by our limited staff. There are not enough hours in the day, nor days in the week, under present conditions to handle the traffic, to maintain your accounts, credit matters, records, leasing, welfare, law and order, land sales and other business, and still comply with other work which we must do in compliance with existing regulations and policy. Under the present system we cannot furnish you folks the type of service that I feel we should, or could, under a revised schedule of office hours and days.

For that reason, we are going to reorganize our office procedure. I believe that within a short time under our new program we will be able to handle all of your business matters and personal problems in a more effective and efficient manner. To work out such a program will not be easy and we will need the whole-hearted cooperation and assistance of all of the people of Standing Rock and the general public. I know that because you have followed the pattern we are using today for so many years, that any change in the schedule may meet with the objections of a few of the people during the first few weeks or months that the new program is in effect. I am sure, however, that within a short time everyone will realize that we can furnish you better service and with less delay and waiting.

First, I would like to advise the people of Standing Rock that within a short time a man from this office (probably "Doug" Skye) will visit every district at least once a month to handle your problems regarding wills, land sales and leasing with you people in your own district. This will save you many miles of travel to and from the Agency office.

Second, in most cases we will, on schedule, be able to mail your checks to you. This will save you many miles of travel and also save you money which in many, many cases you have paid out to hire someone to bring you to the Agency office. There have been too many cases where the Indian people have had to pay ten or fifteen dollars to have someone bring them to the Agency office to get a check in the amount of twenty or thirty dollars which could have been mailed to them. This will save you money, your time and your traveling back and forth. It will avoid those long waits you have had in the office to complete your business. The mail service to the districts of the reservation is good and it will only take a day or two for you to receive your checks after they are mailed.

Third, the long waits, due to the congested conditions found at the Agency office on many days, is probably caused for the most part for three reasons

One, too many of the Indian people come to the office for matters of business or information that they could have obtained by telephone or making inquiry in their local district; two, the office staff have not had the time necessary to do their own work, work left by other people, and give their full attention to your personal problems of the day; three, too many times the people come to the office without accurate information regarding their particular case and it is then necessary for someone of the office staff to hunt up that information for them, even though they may have had it at home. There are, of course, many other reasons that you folks know about. The Indian people of Standing Rock could, by planning their visits to the Agency office, assist us to a great extent. Be sure to bring any necessary papers or information which you know we will need with you. Try to find out what you want to know by telephone or from someone in your district before making a long trip to the Agency office.

From all of the information I have given you regarding your Agency office problems, I am sure you folks will understand we have been trying to do your work and handle your problems to the best of our ability, but somewhere along the line we must change the present policy and conditions to do the best for everyone. I have consulted many of the Indian people from the various districts, members of your Business Council, members of other reservations (to see how their office operates at their home), and members of the Agency Staff of Standing Rock. I have carefully studied all of the information I have received. It now appears that in the best interests of the Indian people of Standing Rock, the general public and the Agency administration, we must change some of our general policies and procedure in operating the office setup. It is necessary that we establish certain office hours and regular "check days" to control the traffic and to give you people the best service.

Here is a schedule of the office hours that will become effective Monday, October 18th. Study the chart carefully so that you will know when your business may be handled at the office. Only in the case of a bonafide emergency will there be any exception to the scheduled office hours. Tell your friends and neighbors of this change. It will save the people many trips to the office if they fail to understand and cooperate with our new schedule.

Monday	Tuesday	Wednesday	Thursday	Friday
() acas	CLOSED	CLOSED	CLOSED	
the state of the	to the	to the	to the	
CLOSED	Public	Public	Public	OPEN
	from	from	from	
to the	8 to 12	8 to 12	8 to 12	to the
Public	Noon	Noon	Noon	Public
All	OPEN	OPEN	OPEN	All
	to the	to the	to the	
Day	Public	Public	Public	Day
	from 1	from 1	from 1	
	to 5 PM	to 5 PM	to 5 PM	

To review the chart of office hours: The Agency office will be CLOSED all day every MONDAY. The Agency office will be CLOSED every TUESDAY morning from 8 AM to 12 Noon and will be OPEN every TUESDAY afternoon from 1 PM to 5 PM; will be CLOSED every WEBNESDAY morning from 8 AM to 12 Noon and will be OPEN every WEDNESDAY afternoon from 1 PM to 5 PM; will be CLOSED every THURSDAY morning from 8 AM to 12 Noon and will be OPEN every THURSDAY afternoon from 1 PM to 5 PM. The Agency office will be OPEN all day on FRIDAY.

FRIDAY of each week will be designated as CHECK DAY. NO checks will be made on any other day of the week except in the case of a bonafide EMERGENCY. Do not plan to make a long drive to the Agency office to obtain checks from the BANK except on FRIDAY. Tell your friends and neighbors. Make your plans accordingly.

It would appear that your Land Division is over-loaded with work. Many of your pending land sales, requests for fee patents, crop and farm leases are stacked up due to the over-load of work. The situation regarding your Land Division will be given careful study and attention. It is possible that some time this fall or winter it may become necessary to close the Land Division as we have the Agency Bank to allow that office to get caught up again in order that we can give you better service. We are not helping you folks when your land transactions pile up in the Land Division. We must process all of your papers and get them on their way as quickly as possible. We cannot do this at the present time when there are so many cases pending. You folks may be through with your part of the land transaction when you leave the office, but the work you leave will take many hours before it is completed by the staff in the Land Division. If it is necessary to close the Land Division for a short while, you will be notified in advance.

Now, I have placed all of my cards on the table before you. The Superintendent and members of his staff are here to help you. We will do the best we can to give you effective and efficient service. However, you folks must try and understand our problems and to cooperate with and assist us. I am sure that within a few months under our revised schedule we will be able to do that. Thanks for your consideration and cooperation.

J. W. Wellington Superintendent

* * *

THE OFFICE OF THE BUSINESS COUNCIL AND CHAIRMAN F. DAVID BLACKHOOP WILL IN NO WAY BE EFFECTED BY THE SCHEDULE OF OFFICE HOURS AS INDICATED ABOVE.